AMENDMENT No. 2 TO AGREEMENT A-13117

This Amendment No. 2 to Agreement A-13117 is made and entered into by and between the County of Monterey (hereinafter referred to as "County"), and Locum Tenens.com, (hereinafter referred to as "Contractor").

WHEREAS, the County and the Contractor have heretofore entered into a Professional Services Agreement to provide referrals for Locum Tenens service Providers for the period of July 1, 2016 to June 30, 2019 (Agreement A-13117); and

WHEREAS, on April 11, 2017, the County and Contractor entered into an executed Amendment No.1 to increase the maximum County obligation, remove the Nurse Practitioner specialty, and incorporate privacy regulations in the scope of services; and

WHEREAS, the County and the Contractor wish to amend the Agreement as specified below:

1. Increase the total amount payable by County to Contractor by \$1,800,000 for FYs 2017-19, for a maximum County obligation of \$3,750,000.

NOW THEREFORE, the County and the Contactor hereby agree to amend the agreement in the following manner:

- 1. Paragraph 2 of the original agreement is amended to read as follows: "PAYMENTS BY COUNTY. The total amount payable by County to Contractor under this Agreement shall not exceed the sum of \$3,750,000."
- 2. AMENDMENT No. 1 EXHIBIT A-1 Part 2 Payment Provisions is replaced with AMENDMENT No. 2 EXHIBIT A-2 Part 2 Payment Provisions. All references in the Agreement to EXHIBIT A Part 2 shall be construed to refer to AMENDMENT No. 2 EXHIBIT A-2 Part 2 Payment Provisions.
- 3. All other terms and conditions of Agreement A-13117 shall remain in full force and effect.
- 4. A copy of this Amendment shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT No. 1 to Agreement A-13117 on the day and year written below.

MONTEREY COUNTY	CONTRACTOR
Mike Derr, Contracts/Purchasing Officer	Signature of Chair, President, or
Mike Derr, Contracts/Purchasing Officer W. Strucks Andrew Dated: 3/5/18 Dated: 3/5/18	Vice-President Kevin Thill EVP Printed Name and Title
Elsa Jimenez, Director of Health	Dated: 11/13/17
Dated:	By: Douglas B Illine
	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Form:	Douglas B. Kline, CFO Printed Name and Title
Story I Samuel Story I Samuel Story I Samuel Story I Samuel Samuel Story I Samuel Story I Samuel Story I Samuel Samuel Story I Samuel Story I Samuel Story I Samuel Samuel Story I Samuel	
Stacy L. Saetta, Deputy County Counsel	Dated: ///13/17
Dated: 1 9 18	
Approved as to Fiscal Provisions:	
Gary Giboney, Auditor/Controller's Office	
Dated: LD18	
Approved as to Liability Provisions:	
Steve Mauck, Risk Management	
Dated:	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the shall personally sign the Agreement.

Approval by County Counsel is required. Approval by Auditor-Controller is required.

Approval by Risk Management is necessary only if changes are made to Sections 8 and 9.

Amendment No. 2 to EXHIBIT A-2 -- Part 2 Payment Provisions

I. PAYMENT PROVISIONS

A. PAYMENT TYPE

Negotiated Rate (NR) with rate established in contract. It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the Agreement in accordance with Exhibit A - Part 2 rate sheet attached hereto.

B. PAYMENT CONDITIONS

- 1. In order to receive any payment under this Agreement, CONTRACTOR shall submit claims in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the COUNTY no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services. Invoices shall be billed directly to the ordering Bureau of Health Department (i.e. Behavioral Health or Clinic Services).
- 2. If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- 3. COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by the COUNTY.
- 4. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within 20 days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
- 5. Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive reimbursement for travel, lodging, or meal expenses.

II. MAXIMUM LIABILITY

Subject to the limitation set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$3,750,000 for services authorized pursuant to this Exhibit.

FY 2015-16 services to be paid through this contract.

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2016 to June 30, 2019	\$3,750,000
MAXIMUM COUNTY OBLIGATION	\$3,750,000

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AMENDMENT No. 1 EXHIBIT A-1 Part 2:								
Payment Provisions		COVERAGE		CALL	П	HOLIDAY		OTHER
Locum Tenens.com Tenens Psychiatry Specialty	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime/ Premium Rate	Weeknight Call	Weekend	Holiday Premium	Administrative Services/Day	Reassignment (Permanent Placement) Fee
Psychiatry Inpatient	\$1,680.00	\$210.00	\$220.00	\$400.00	\$1,000,00	\$1,000,00	00 000	
Psychiatry Outpatient	\$1,680.00	\$210.00	\$220.00	A/N	N/A	\$1,000.00	00.026	\$34,000
Psychiatry Child & Adolescent Inpatient	N/A	N/A		N/A		N/A		\$34,000
Psychiatry Child & Adolescent Outpatient	\$1,800.00	\$225.00	\$235.00	N/A	Z Z	\$1.000.00	\$	N/A
*Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive separate reimbursement for travel, lodging, or meal expenses. DEFINITIONS:	d by CONTRAC	TOR shall receive	separate reim	bursement for tr	avel, lodging,	or meal expens		000,100
All Inclusive Rate:	Charged daily	Charged daily and defined as an 8-hour work day	8-hour work d	Ne.				
Overtime/Premium Hourly Rate:	Hourly overtir	Hourly overtime/premium rate after a 40-hour week	after a 40-hour	upply				
Weeknight On-Call:	Charged night]	v to have PROVII	DER on-call (Nertime/nremin	m bourly rate	ic characteristics	Charged nightly to have PROVIDER on-call Overtime/mremium hourly rate is charged found the second formal to the second formal the second formal to the secon	
Weekend On-Call:	Charged by 24	-hour period to ha	ave PROVIDE	on-call Overt	ime/premium	hourty rote is a	an nours of patient	Charged by 24-hour period to have PROVIDER on-call. Overtime/meaning bound and a charged by 24-hour period to have PROVIDER on-call.
24 Hour-Call:	Used for call-or 24-hour period.	only assignments.	Charged per 2	4-hour period.	overtime/pre	nium rate is cha	arged for all hours or	Used for call-only assignments. Charged per 24-hour period. overtime/premium rate is charged for all hours of on-call patient contact in a 24-hour period.
Holidays:	A rate of one-l Thanksgiving I whether or not for PROVIDEI holidays, COU services. COL	half of the Daily F Day, Christmas Da Services are actu R for each holiday NTY will pay the	tate will be chay, or any holid ally provided o If PROVIDE full Daily Rate ged at the over	rged as a preminal that is recogn in those days. If the samy patier for PROVIDER time/premium F	um for New Y iized by the C PROVIDER It contact or i R plus the Hol Jourly Rate fo	ear's Day, Mem OUNTY if PRO s required to be s required to rel iday Premium, v	NUDER remains in corial Day, Independent of con-call, COUNTY port to COUNTY's which includes up to comed over 4 hours	Arate of one-half of the Daily Rate will be charged as a premium for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any holiday that is recognized by the COUNTY if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on-call, COUNTY will pay the full Daily Rate for PROVIDER has any patient contact or is required to report to COUNTY's facility on one of these holidays, COUNTY will pay the full Daily Rate for PROVIDER plus the Holiday Premium, which includes up to 4 hours of professional services. COUNTY will be charged at the overtime/premium Hourly Rate for all hours performed over 4 hours on any of these holidays.
Administrative Services:	availability and verifying licen returned to CO	une administrative service fee is applicable for each calendar day the PROVI availability and includes, but is not limited to, the following services: mainte verifying licensure, forwarding COUNTY's verification forms to third partie. returned to COUNTY in a timely manner, and coordinating travel itineraries.	applicable for of limited to, the COUNTY's ver manner, and county.	each calendar d he following ser iffication forms oordinating trav	lay the PROV vices: maint to third partic el itineraries.	DER delivers son annoce of medices and continuou	ervices through eith cal malpractice insu is follow-up to ensu	availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding COUNITY's verification forms to third parties and continuous follow-up to ensure completed forms are returned to COUNITY in a timely manner, and coordinating travel itineraries.
Reassignment (Permanent Placement) Fee:	COUNTY agre PROVIDER pr COUNTY or at	COUNTY agrees to pay CONTRACTOR PROVIDER presented to COUNTY or a COUNTY or an affiliate of COUNTY we ceases to provide services to COUNTY	ACTOR a Reas ITY or any orga NTY within eig	signment Fee as mization affiliat ghteen (18) mon	s indicated on ed with COUI of the after such	payment provis VTY if such PRO PROVIDER is	ions of Exhibit A for OVIDER becomes a presented to COUP	COUNTY agrees to pay CONTRACTOR a Reassignment Fee as indicated on payment provisions of Exhibit A for the reassignment of PROVIDER presented to COUNTY or any organization affiliated with COUNTY if such PROVIDER becomes a permanent employee of COUNTY or an affiliate of COUNTY within eighteen (18) months after such PROVIDER is presented to COUNTY or after PROVIDER ceases to provide services to COUNTY.

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AMENDMENT No. 1 EXHIBIT A-1 Part 2: Payment Provisions		COVERAGE		CALL	r.	HOLIDAY		OTHER
LocumTenens.com Tenens Psychiatry Specialty	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime/ Premium Rate	Weeknight Call	Weekend	Holiday	Administrative Services/Day	
						Participation of the Control of the	門等也多名的教育的人	
Psychiatry Inpatient	\$1,768.00	\$221.00	\$231.00		\$1,000.00	\$400.00 \$1,000.00 \$1,000.00	\$28.00	\$34.000
Psychiatry Outpatient	\$1,768.00	\$221.00	\$231.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000
Psychiatry Child & Adolescent Inpatient	N/A	N/A						
Psychiatry Child & Adolescent Outpatient	\$1,896.00	\$237.00	\$247.00	N/A		\$1.000	53	783
*Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive senarate reimburcement for travel ladeing or meal assessed	by CONTRAC	TOR shall receive	senarate rein	hircement for tr	pare lodging	or mool owners		

DEFINITIONS:

All Inclusive Kate:	Charged daily and defined as an 8-hour work day.
Overtime/Premium Hourly Rate:	Hourly overtime/premium rate after a 40-hour week.
Weeknight On-Call:	Charged nightly to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of natient contact on-call
Weekend On-Call:	Charged by 24-hour period to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call
24 Hour-Call:	Used for call-only assignments. Charged per 24-hour period. overtime/premium rate is charged for all hours of on-call patient contact in a 24-hour period.
	A rate of one-half of the Daily Rate will be charged as a premium for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any holiday that is recognized by the COUNTY if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on-call COUNTY will may the full Daily Date.
	for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to COUNTY's facility on one of these holidays. COUNTY will pay the full Daily Rate for PROVIDER whith the Holiday. Premium which includes up to 4 hours of management
Holidays:	services. COUNTY will be charged at the overtime/premium Hourly Rate for all hours performed over 4 hours on any of these holidays.
Administrative Services:	The administrative service fee is applicable for each calendar day the PROVIDER delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding COUNTY's verification forms to third parties and continuous follow-up to ensure completed forms are returned to COUNTY in a timely manner, and coordinating travel itineraries.
	COUNTY agrees to pay CONTRACTOR a Reassignment Fee as indicated on payment provisions of Exhibit A for the reassignment of PROVIDER presented to COUNTY or any organization affiliated with COUNTY if such PROVIDER becomes a permanent employee of COUNTY or an affiliate of COUNTY within eighteen (18) months after such PROVIDER is presented to COUNTY or an affiliate of COUNTY within eighteen (18) months after such PROVIDER is presented to COUNTY or an affiliate of COUNTY within eighteen (18) months after such PROVIDER is presented to COUNTY or an affiliate of COUNTY within eighteen (18) months after such PROVIDER is presented to COUNTY.
Reassignment (Permanent Placement) Fee:	ceases to provide services to COUNTY.

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AMENDMENT N. 1 EVIIBIT 4 1 B			Seeding of the Control		BARTON MANAGEMENT			
AMENDMENT NO. 1 EARIBIT A-1 FART 2: Payment Provisions		COVERAGE		CALL	1	HOLIDAY		OTHER
LocumTenens.com Tenens Psychiatry Specialty	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime/ Premium Rate	Weeknight Call	Weekend	Holiday Premium	Administrative Services/Day	Reassignment (Permanent Placement) Fee
Psychiatry Inpatient	\$1,856.00	\$232.00	\$243.00	\$400.00	\$1,000.00	\$1,000.00	\$28.00	\$34,000
Psychiatry Outpatient	\$1,856.00	\$232.00	\$243.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000
Psychiatry Child & Adolescent Inpatient	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Psychiatry Child & Adolescent Outpatient	\$1,992.00	\$249.00	\$260.00	N/A		\$1,000.00	\$2	\$34
*Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive separate reimbursement for travel, lodging, or meal expenses.	ed by CONTRAC	TOR shall receive	separate rein	nbursement for the	ravel, lodging.	or meal expens		
DEFINITIONS:	Olemen de de	1 1 6 1	0 1					
All inclusive Kale:	Charged dally	Charged daily and delined as an 8-hour work day.	8-hour work o	lay.				
Overtime/Premium Hourly Rate:	Hourly overti	Hourly overtime/premium rate after a 40-hour week.	after a 40-hou	r week.				
Weeknight On-Call:	Charged night	ly to have PROVII	DER on-call.	Overtime/premit	um hourly rate	s is charged for	Charged nightly to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.	contact on-call.
Weekend On-Call:	Charged by 24	1-hour period to ha	ave PROVIDE	R on-call. Over	time/premium	hourly rate is	charged for all hour	Charged by 24-hour period to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.
24 Hour-Call:	Used for call-or 24-hour period.	only assignments.	. Charged per	24-hour period.	overtime/pre	mium rate is ch	narged for all hours	Used for call-only assignments. Charged per 24-hour period. overtime/premium rate is charged for all hours of on-call patient contact in a 24-hour period.
Holidays:	A rate of one-Thanksgiving whether or no for PROVIDE holidays, COI services. CO The administr availability an verifying lice	half of the Daily F Day, Christmas Da I services are actu IR for each holida JNTY will pay the UNTY will be char ative service fee is d includes, but is r nsure, forwarding on the charactic or	ay, or any holiually provided of ally provided of y. If PROVID full Daily Rateged at the oversapplicable for not limited to, COUNITY's to	day that is recog on those days. I ER has any patie e for PROVIDE: rtime/premium or each calendar the following se	ium for New inized by the C f PROVIDER int contact or R plus the Ho Hourly Rate f day the PROV irvices: maint to third partition.	Year's Day, Mer COUNTY if PRG is required to be is required to re liday Premium, Or all hours per TDER delivers enance of medi	morial Day, Indeper OVIDER remains in ee on-call, COUNTY sport to COUNTY's which includes up formed over 4 hour services through eit ical malpractice ins us follow-up to ens	A rate of one-half of the Daily Rate will be charged as a premium for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any holiday that is recognized by the COUNTY if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on-call, COUNTY will pay the full Daily Rate for PROVIDER plus the Holiday Premium, which includes up to 4 hours of professional services. COUNTY will be charged at the overtime/premium Hourly Rate for all hours performed over 4 hours on any of these holidays. The administrative service fee is applicable for each calendar day the PROVIDER delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding COUNTY's verification forms to third parties and continuous follow-up to ensure completed forms are
	COUNTY agr	COUNTY agrees to pay CONTRACTOR a Reassignment Fee as indicated on PROVIDER presented to COUNTY or any organization affiliated with COUNTY	SACTOR a Res	assignment Fee	as indicated or	n payment provi	isions of Exhibit A	COUNTY agrees to pay CONTRACTOR a Reassignment Fee as indicated on payment provisions of Exhibit A for the reassignment of PROVIDER presented to COUNTY or any organization affiliated with COUNTY if such PROVIDER presented to COUNTY or any organization affiliated with COUNTY if such PROVIDER becomes a normanent employee of
Reassignment (Permanent Placement) Fee:	COUNTY or ceases to pro	COUNTY or an affiliate of COUNTY we ceases to provide services to COUNTY.	JNTY within e	ighteen (18) mo	nths after suc	h PROVIDER i	s presented to COU	COUNTY or an affiliate of COUNTY within eighteen (18) months after such PROVIDER is presented to COUNTY or after PROVIDER ceases to provide services to COUNTY.

FINANCING:

This Agreement is funded by Realignment and Federal Financial Participation (FFP), 69% and 31%, respectively. The funds for this Agreement are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) Fiscal Year (FY) 2017-18 approved Budget. Any unused contract authority will be fully budgeted in the subsequent FYs, through the term of the Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

□Economic Development:

 Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

□Administration:

 Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

 Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

□Infrastructure:

 Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

□Public Safety:

 Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Pat Bass, Management Analyst, 4538

Approved by: Elsa M. Jimenez, Director of Health, 4743

Attachments:

Amendment No. 2 is on file with Clerk of the Board Amendment No. 1 is on file with Clerk of the Board

Agreement is on file with Clerk of the Board



Monterey County

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

Board Report

Legistar File Number: A 18-013

February 06, 2018

Introduced: 1/23/2018

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

Approve and authorize the Contracts Purchasing Officer or Contracts/Purchasing Supervisor to execute a no-extension Amendment No. 2 to Standard Agreement A-13117 with LocumTenens.com to increase the FY 2016-17 through FY 2018-19 amount by \$1,800,000 to meet the Department's needs for a total Agreement amount not to exceed \$3,750,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Contracts Purchasing Officer or Contracts/Purchasing Supervisor to execute a no-extension Amendment No. 2 to Standard Agreement A-13117 with LocumTenens.com to increase the FY 2016-17 through FY 2018-19 amount by \$1,800,000 to meet the Department's needs for a total Agreement amount not to exceed \$3,750,000.

SUMMARY/DISCUSSION:

Locum Tenens are licensed Physicians and Healthcare Professionals who are Board Certified or Board Eligible or have equivalent training and experience. LocumTenens.com provides temporary medical services in accordance with applicable Federal, State, and County laws, rules, regulations, and policies. LocumTenens.com is an agency that provides physician and psychiatric health care placement services. The County of Monterey engages Physicians and Healthcare Professionals who provide Locum Tenens services in areas of critical medical need where sufficient permanent staffing is not available.

This Amendment No. 2 will assure the continued provision of essential mental health, medication support, primary care, and specialty care for clients of Monterey County Health Department's Behavioral Health Bureau.

This Agreement contains the County's standard 30-day "no cause" provision (Section 7.01) and a "good cause" provision effective immediately (Section 7.02).

This work supports the Monterey County Health Department 2011-2015 Strategic Plan initiative: 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 8) Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The County Counsel's office has reviewed and approved the Amendment as to form and legality; the Auditor-Controller's office has reviewed and approved the Amendment as to fiscal provisions.